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Remarks

The Examiner has rejected all claims as obvious in view of Chino et al. 2002/0152122 combined with Narin et al. 6,691,176.

As an initial matter, Applicant notes that Chino is not prior art to the present application, as Chino is a publication of an application that was filed under the PCT on June 29, 2001, whereas the present application was filed June 1, 2001. Chino therefore does not qualify as prior art to the present application.

As all rejections are premised upon the combination of the disclosures of both Chino and Narin, Applicant submits that all rejections should be withdrawn, as Chino is not prior art and the substance of Chino relied upon in the Examiner's rejection is not available as prior art.

The foregoing notwithstanding, Applicant will provide remarks regarding the disclosure of Narin, to alleviate any concern that a rejection might be made based upon Narin alone.

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Narin discloses a web scripting service manager having several components that interoperate to provide enhanced functions to web pages with browser-brand independence. As best seen in Figs. 6A and 6B, these components include a browser scripting space, including a script wrapper 197, a connector object 194, a service manager 190, and various service objects.

In the Narin scheme, a browser on a client computer receives an HTML document and executes a script that is delivered with the HTML (as noted at col. 13, lines 25-31). The instructions of the script are browser-brand independent (see col. 7, lines 8-9). However, included within the script is a script wrapper 197, the function of which is detailed in Fig. 8A. As seen there, the script wrapper includes IF-THEN-ELSE, CASE, or SWITCH style logic statements that recognize the brand of the browser in use and activate a browser-brand-specific service request to a browser-brand-specific connector object. The connector objects are different for different browser brands; as seen in Fig. 8A the connector object may be an ActiveX control (typical of Microsoft Internet Explorer) or a plug-in (typical of Netscape Navigator). The connector object delivers service requests to the service manager 190, which is browser-brand independent code providing additional functions for a web page (see col. 3, lines 55-57). The service manager also provides

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event management to deliver brand-independent events to the brand-specific connector object and from there to a brand-specific event handler in the script wrapper 197, as illustrated in Fig. 8B.

The '176 patent indicates that its structure is to be preferred to the prior art because: (1) most of the script and the code of the service manager and service objects is brand-independent (see col. 7 lines 7-16), (2) the service objects may persist and maintain state from one browser session to another or from a session in one browser brand to a session in another browser brand (see col. 6 line 65 - col. 7 line 1), potentially reducing initialization time or bandwidth use, or potentially avoiding the need for a user to repeatedly log-in to a secure service (see col. 2 line 65 - col. 3 line 5). The service manager persists even when a browser is closed, for a predetermined time such as a half-hour as stated at col. 11, lines 1-3.

Comparing Narin to the language of the claims currently under rejection, a number of striking differences are evident.

First, with respect to claims 1, 12 and 15, these claims relate to a method performed "at a server", or to "a server" per se or a program product "for a server", in which the server will "identify[] factors relevant to provision of [an]

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information handling capability by [a] client computer", then "select[] one of at least a first and a second service to be uploaded" and finally, "deliver[ the] selected service to [the] client computer". Narin does not disclose anything like this.

Narin discloses that an adaptation to browser brand is made by coding the script delivered to the browser to include different functions for different brands, as is made clear by Fig. 8A of Narin. Narin, therefore, does not make any decisions at the server relating to browser brand, but provides "script wrapper" code that defers those decisions to be made by the client. Further, Narin downloads the same script for all brands; there is no "selecting" of a script to upload or "delivering" a selected script. Also, while Narin downloads different connector objects for different browser brands, there is nothing in Narin that suggests that the server selects which connector object to send to a client. Indeed, one stated intention of Narin is that a client could use "different browsers" (col. 6, lines 14-17 and col. 6 line 65 - col. 7 line 1); to facilitate this each of the available connector objects would need to be forwarded to the client - and obviously to do this the sever could not be selecting only one connector object to deliver.

While these clear distinctions of independent claims 1, 12 and 15 obviate any possible rejection of claims 1-19, some

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additional comments on the Examiner's rejections of dependent claims are in order.

Regarding claims 3, 14 and 17, the Examiner has misstated the disclosure of Narin. There is no disclosure at col. 6 line 65 - col. 7 line 15 of a server using any factors to determine a service to upload, nor is there any disclosure of the particular factors of "operating system", "bandwidth", "date and/or time of day", "cost" or "location" - the only compability issue discussed by Narin is browser brand; and, browser brand differences are not handled by the server, as noted.

Regarding the Examiner's remarks on claims 4, 23, 40, 53; 5, 24, 41, 54; 6, 25, 42, 55; 7, 26, 43, 56; 8, 27, 44, 57; 9, 28, 45, 58; 10, 29, 46, 59; 11, 30, 47, 60; 18, 37, 50, 63; and 19, 38, 51 and 64, the only prior art cited by the Examiner is the Chino patent which is not prior art as noted above, and thus these rejections are clearly improper and should be withdrawn.

Regarding claims 20, 31 and 34, the Examiner's rejection<sup>1</sup> is again based upon a combination of Narin and Chino, relying upon that part of Narin at col. 9, lines 30-39 that

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<sup>1</sup> The Examiner's paragraph 16 also identifies claim 52, but this is believed to be an error as 52 is more closely related to claims 61 and 62 which are addressed separately.

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states the function of a script wrapper, and relying upon Chino for showing "performing an analysis of usage of said information handling capability by said client computer system to determine whether said executable code ought to be retained in storage...". As Chino is not prior art, this rejection is clearly improper and should be withdrawn. Moreover, Narin clearly states that service manager 190 terminates based upon a thirty minute timer, not "based upon usage" as in the claimed approach.

As this disposes of the Examiner's rejection of the independent claims 20, 31 and 34, all of claims 20-38 are clearly allowable. However, with respect to the Examiner's rejection of dependent claims 21, 32, 35; and 22, 33 and 36, the Examiner's only citation of prior art is to the Chino patent which is not prior art, and thus these rejections are clearly improper and should be withdrawn.

As to claims 39, 48 and 49, the Examiner's rejection relies again upon Narin's disclosure at col. 9, lines 30-39 of a "script wrapper" and its functions, and relies upon Chino for disclosing "receiving from a server computer system, state information relating to a prior interaction of [a] client computer system and server computer system". As Chino is not prior art, this rejection is clearly improper and should be withdrawn. Also, while Narin does describe initializing an

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object that "needs to accumulate some state before it is operational" (col. 3, lines 2-3), there is no mention that this initializing process includes receiving "information relating to a prior interaction of [a] client computer system and server computer system"; rather, Narin's examples are "when connection to a server is required, when initialization procedures consume too much time, power or bandwidth, when user authentication via password is required."

Narin is thus clearly distinct from independent claims 39, 48 and 49, and Applicant submits that all of claims 39-51 are allowable.

The Examiner's rejection of independent claims 52<sup>2</sup>, 61 and 62 also rely upon Narin's discussion in column 9 of a "script wrapper", and upon Chino. Chino is not prior art, and furthermore Narin does not disclose a server that will "select, in response to a request to provide an information handling capability by a client computer system, a service to be executed by said server computer system, from at least first and second services available to said server..." (Emphasis added). The concept of a server selecting what to execute is simply not found

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<sup>2</sup> Apparently claim 52 should have been analyzed by the Examiner along with claims 61 and 62.

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in Narin. As noted above with reference to Narin's Fig. 8A, a "script wrapper" is executed by the client and used to select which of two possible connector objects the client should execute, so that the client can subsequently execute a service object via a service manager. Clearly, there is no selection by the server of which service to execute. Indeed, a point of the Narin structure is to make the software, as much as possible, browser-brand independent, i.e., "[t]he developer of services thus only needs to provide the service itself in the form of a COM object without worrying about browser specific issues."

As Narin is thus clearly distinct from independent claims 52, 61 and 62, Applicant submits that all of claims 52-64 are allowable.

As this establishes the allowability of all claims, Applicant respectfully requests issuance of a Notice of Allowability.

A petition for a two month extension of time accompanies this communication. If, however, any petition for extension of time is necessary to accompany this communication, please consider this paper a petition for such an extension of time, and apply the appropriate extension of time fee to Deposit Account 23-3000. If any other charges or credits are necessary

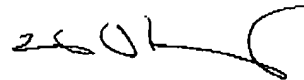


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to complete this communication, please apply them to Deposit  
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Respectfully submitted,



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